

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ANDREW SOKOLOWSKI, an  
individual, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

MICROSOFT CORPORATION; and  
DOES 1-100, inclusive,

Defendants.

Case No.: 12-CV-10641-R-FMOx

**ORDER GRANTING DEFENDANT  
MICROSOFT CORPORATION'S  
MOTION TO COMPEL  
ARBITRATION**

Assigned to The Hon. Manuel L. Real

**ORDER**

Defendant Microsoft Corporation moved to compel arbitration and to stay this action. Plaintiff Sokolowski has not opposed the motion or filed a notice of non-opposition. The Court deems the failure to oppose the motion as consent to granting the motion. Local Rule 7-12.

Independently, the Court reviewed the moving papers and declarations submitted by both parties. First, pursuant to this Court's standing order, the meet-and-confer requirement of Local Rule 7-3 is waived for motions such as the present motion. Therefore, there is no impropriety in the timing of the motion's filing as alluded to by counsel for plaintiff. Second, the Court finds that plaintiff agreed to arbitrate all disputes relating to the terms and conditions agreement, including disputes as to the scope of the arbitration agreement and the class action waiver, and that such agreement is enforceable. 9 U.S.C. § 2; *Rent-A-Center West, Inc. v. Jackson*, \_\_\_ U.S. \_\_\_, 130 S. Ct. 2772 (2010); *U.S. v. Drew*, 259 F.R.D. 449 (C.D. Cal. 2009). Moreover, the Court is satisfied that the class action waiver is not void on its face, that the arbitration clause was agreed to by both parties, and that enforcement of the agreement may be compelled. 9 U.S.C. § 4; *AT&T Mobility LLC v. Concepcion*, \_\_\_ U.S. \_\_\_, 131 S. Ct. 1740 (2011).

Therefore, the Court **GRANTS** defendant's motion to compel and orders the parties to arbitrate their dispute pursuant to the terms of their agreement. The Court further grants defendant's request to stay this action. This action will not be stayed, but the matter will be **DISMISSED** subject to being re-calendared on any dispute from the arbitration.

**IT IS SO ORDERED.**

Dated: \_February 27, 2013\_

  
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Manuel L. Real  
United States District Judge